

4287

12/31/99

COLLECTIVE BARGAINING AGREEMENT

PREAMBLE

THIS AGREEMENT, Entered into and effective April 9, 1997 between the Township of Bangor, hereinafter called the "Township," and The International Union, United Automobile, Aerospace & Agricultural Implement Workers of America--UAW, Local 1135, UAW-Unit #2, hereinafter called the "Union."

ARTICLE I
RECOGNITION

Section 1.1 Bargaining Unit

The Township recognizes the Union as the sole and exclusive collective bargaining agent in respect to rates of pay, wages, hours of employment, and working conditions for all full-time Township employees on the effective date hereof excluding elected officials, Deputy Clerk, Deputy Treasurer, the Township Tax Assessor, the Supervisor's Administrative Assistant, Fire Chief and Firefighters.

Section 1.2 Agency Shop

The Township agrees that all employees in the bargaining unit shall be members in good standing of the Union. Any member of the bargaining unit who is not a member of the Union on the effective date of this Agreement shall become a member of the Union within 45 days thereafter. Any employee who chooses not to become a member of the Union will pay equivalent sums to cover the Union services, as exclusive bargaining agent. Further, any employee hired after the effective date of this Agreement shall become a member of the Union after a 45 day period or pay equivalent sums to cover the Union services. Any member of the bargaining unit who is not a member in good standing with the Union or any member who will not pay equivalent sums of Union services shall not be retained by the Township. This shall be a condition of employment.

Section 1.3 Dues

The Township shall deduct, as dues, from the pay of each employee the required amount for the payment of Union dues. Such sums, accompanied by a list of employees from whose pay they have been deducted and the amount deducted from each, shall be forwarded to the Union Treasurer within 10 days after such collections have been made.

Section 1.4 Bulletin Boards

The Union shall be provided with one suitable bulletin board in the Township Hall for the posting of notices of Union meetings, Union elections and results and Union social functions only; any other notices may be removed by unilateral action of any Township Board member and turned over to a bargaining unit committeeperson. These bulletin boards shall be identified with the name of the Union and shall be maintained in good repair by the Union.

Bangor Township

Section 1.5 Continuation of Working Conditions

The Township agrees to maintain all present conditions of employment that are specifically accorded the employee, or were or are awarded to them by practice and custom, where said conditions relate to vacations, wages, hours, and conditions of employment and are now in effect by rule or custom or practice, except where said conditions are provided for in this Agreement, and in such event, this Agreement shall control. This provision shall not apply to inadvertent or bona fide errors made by the Employer or the Union in applying the terms and conditions of this Agreement if such error is corrected within ninety (90) days from the date said error becomes known to the parties.

Section 1.6 Management Rights

The employer reserves and retains, solely and exclusively, all rights to manage and direct work forces, except as expressly abridged by the provisions of this Agreement, including by way of illustration but not limitation the determination of policies, operations, assignments, schedules, discipline, and lay-off, for the orderly and efficient operation of the Township.

Section 1.7 New Jobs and Postings

The Township shall post on the bulletin boards required in Section 1.4 hereof, job openings covered by this Agreement for five (5) consecutive working days. Employees in the bargaining unit shall be permitted to bid for such openings only within the five (5) day period. The Township shall fill such openings based upon a determination of the best qualified applicant; however, if ability and qualifications of applicants are equal, the bargaining unit applicant with the greatest seniority shall be chosen.

When a job is established which is not covered by this Agreement, including permanent part-time positions, the Township and the Union will meet to determine if such job belongs in the Bargaining Unit and will negotiate the rate to be paid for the job if it is determined that the job belongs in the bargaining unit.

ARTICLE II HOURS OF WORK

Section 2.1 Schedule of Hours -- Building Inspector, Appraisers, and Clerical Persons

The regular work day for the Building Inspector, Appraisers and all Clerical Employees who are members of the local union as of the effective date of this agreement shall be between 7:00 a.m. and 5:00 p.m., at the Township's option.

There shall be one (1) unpaid one hour break for lunch each shift. In addition, each employee shall receive a paid fifteen (15) minute break the first half of this/her shift and a paid fifteen (15) minute break the second half of his/her shift.

Section 2.2 Overtime

Overtime shall be paid at the rate of one and one-half times the regular hourly rate of pay for all hours worked in excess of 40 hours per week.

Overtime shall be distributed as equally as possible within a reasonable period of time in the classifications affected, provided the involved employee is capable of performing the work required. Refused overtime shall be counted as time worked for purposes of equalization.

Section 2.3 Saturday, Sunday and Holidays

One and one-half (1 1/2) times the regular hourly rate of pay shall be paid for all work performed on Saturdays. Twice the regular hourly rate of pay shall be paid for all work performed on Sundays and Holidays except as set forth in Section 4.1. The provisions contained herein shall be in lieu of overtime. Employees called to work on a holiday shall also receive the holiday pay referred to in Section 4.1, hereof.

Section 2.4 Compensatory Time

Except as otherwise provided for in this contract employees shall be paid for all time worked in excess of their current working schedule.

ARTICLE III
VACATIONS

Section 3.1 Vacation Benefits

A. Employees shall earn vacation leave with pay according to the following schedule:

One (1) year level	5 regular working days
Two (2) years level	10 regular working days
Three (3) years level	11 regular working days
Four (4) years level	12 regular working days
Five (5) years level	15 regular working days
Ten (10) years level	18 regular working days

B. Qualifications for vacation leave will be determined on January 1 of each year. In order to qualify for the first year level the employee must have worked more than half of the preceding year. If qualified for the first year level with less than 12 months employment, the employee may not use those days until after the employee's first year anniversary date of hire. Qualifications for each subsequent year level will require employment for the preceding calendar year January 1 to January 1.

Section 3.2

Vacation days not used may not be accumulated. Employees shall not be paid for unused vacation days.

Section 3.3

Absence on account of sickness, illness, or disability in excess of that hereinafter authorized for such purposes, may be charged against vacation allowance, at the request of the employee.

Section 3.4

The Township shall keep a record of vacation credit, and each department head shall record, schedule and notify the payroll department of vacation leaves to accord with operating requirements, and insofar as possible, with the request of the employee. all vacation requests must be in writing and must be submitted to the applicable Department Head in advance of the desired vacation period so as not to disrupt operational requirements. All vacation requests must be approved by the applicable Department Head who shall have sole responsibility for the vacation schedule. Employees claiming priority by virtue of seniority shall be required to choose vacation days by April 1 of each year.

Section 3.5

Records of employee vacation eligibility and vacation days used shall be available to the employee through his/her Department Head.

Section 3.6 Vacation Carryover

If any employee is deprived of a scheduled vacation by action of the Employer, the employee shall be entitled to elect whether to accept pay for the deprived vacation or to reschedule it. In the event that the employee elects to reschedule a deprived vacation, he/she shall be entitled to priority in rescheduling it. If such deprived vacation cannot be rescheduled during the anniversary year in which it is available, the employee shall be entitled to a three (3) month extension of time in which to reschedule the vacation.

**ARTICLE IV
HOLIDAYS**

Section 4.1

Employees shall be compensated with a day off at their regular rate of pay on each of the following days:

- | | |
|------------------|-------------------------------|
| New Year's Eve | Thanksgiving Day |
| New Year's Day | Friday following Thanksgiving |
| Good Friday | Christmas Eve |
| Memorial Day | Christmas |
| Independence Day | Labor Day |

providing, however, that employees in the Treasurer's Office may be required to work the day preceding New Year's Day at the option of the Treasurer. If any such employees are required to so work in the Treasurer's Office, such employee or employees shall be paid at the rate of time and one-half.

Section 4.2

When a holiday listed in the section above falls on a Saturday, the preceding Friday shall be observed as the holiday. When such a holiday falls on a Sunday, the following Monday shall be observed as the holiday.

Section 4.3

If a holiday listed above falls within an employee's vacation period the employee shall be credited with an additional vacation day, unless the holiday was added as part of the vacation.

Section 4.4

To be eligible for holiday pay an employee must work the last day preceding the holiday and the first day following the holiday within the work week, unless the employee is on an approved vacation.

ARTICLE V

LEAVE OF ABSENCE

Section 5.1 Funeral Leave

If a death occurs among members of an employee's immediate family, the employee shall be excused from work for such time as is reasonably necessary upon notice to the Township, three (3) days of which shall be with pay and additional days to be charged against unused vacation time.

The term "immediate family" shall include: spouse, children, parents, brother, sister, legal guardian, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandmother, grandfather or grandchild.

In the case of the death of an aunt, uncle, niece or nephew, the employee shall be entitled to take off from work such time as is reasonable necessary, charged against unused vacation leave, upon notice to the Township.

Section 5.2 Personal Leave

Any employee desiring a leave of absence from his or her employment must secure written permission from the Township with notice thereof being given to the Union. The maximum leave of absence shall be for ninety (90) days and may be extended for like periods subject only to the provisions hereinafter contained. Permission for extension must be secured from the Township with notice thereof being given to the Union. During the period of absence the employee shall not engage in gainful employment without formal approval of the Township Board in writing. Failure to comply with the provisions herein shall result in the complete loss of seniority rights for the employee involved and shall be grounds for just-cause discharge.

Section 5.3 Continuation of Fringe Benefits During Granted Leave of Absence

Fringe benefits in the form of health insurance, disability insurance, life insurance, and any other fringe benefit may be continued by the employee during an approved leave of absence by reimbursing the Township Treasurer for such costs on a monthly basis. Arrangements must be made with the payroll department by the employee prior to the grant of the leave.

Section 5.4 Sick Days and Personal Days

A. Sick days shall be a maximum of five (5) days per calendar year. If in the event the average number of sick days taken by members of the bargaining unit exceeds three days annually, the Township reserves the right to reduce sick days to three (3) days per calendar year.

B. Personal days shall be a maximum of five (5) days per calendar year.

C. There will be no year-to-year carry-over of unused sick days or personal days.

D. An employee eligible for sick days may use such days upon approval of his or her Department Head, for absence due to illness, injury, or exposure to contagious disease. An employee taking sick days shall inform his/her immediate supervisor of the fact the reason therefor not later than the first hour of the employee's work day. Failure to do so within a reasonable time may be cause for denial of pay for the absence. Failure to do so within three (3) days shall be cause for dismissal. The Department Head may require proof of medical treatment when there is an absence of three or more consecutive days and he/she deems it appropriate.

E. An employee eligible for personal days may use such days upon approval of his or her Department Head, for absence due to personal reasons. An employee taking personal days shall inform his or her Department Head therefor not later than the first hour of the employee's work day. Failure to do so within a reasonable time may be cause for denial of pay for the absence. Failure to do so within three (3) days shall be cause for dismissal.

ARTICLE VI **INSURANCE**

Section 6.1

The Township shall pay full premiums and absorb all future increases for the insurance as described below.

Section 6.2 Medical-Health Care

Hospitalization, Medical, Dental and Vision Care insurance as presently provided for all full-time employees of the Township. Eligible dependents shall be included in such coverage. Township Retirees may participate on request in any program set up between the Township Board and a carrier, by paying their own premiums on a monthly basis to the Township Clerk's office.

Section 6.3 Disability Insurance

Short-term and long-term disability insurance for disabilities causing off-time not covered by Worker's Compensation Insurance shall be provided to each full-time employee. Short term disability insurance shall be improved to provide for a seven (7) day waiting period whether hospitalized or not.

Section 6.4 Life Insurance

The Township shall furnish Twenty-five Thousand and 00/100 Dollars (\$25,000.00) group term life insurance with double accidental death and dismemberment for all full-time employees in the bargaining unit.

Section 6.5 Maximum Coverage

It is contemplated that all of the aforementioned insurance benefits and plans will be coordinated and construed to the extent possible under the terms and conditions of each policy so as to afford the employees in the bargaining unit the maximum coverage obtainable under any available combination or application of said benefits and plans, and any insurance carrier may be substituted for any named herein, providing the coverage is comparable.

Section 6.6

The Township shall make one premium payment on the types of insurance described in Sections 6.2 and 6.4, above, following the effective date of layoff of any full-time employee.

ARTICLE VII **REPRESENTATION**

Section 7.1

The Union shall be represented by three (3) Committeepersons, including the Chairperson, who shall be selected in any manner determined by the Union. The Union shall also select one (1) Alternate Committeeperson who shall act in the absence of the Regular Committeeperson. The Union will inform the Township of the names of the employees on the Committee.

A Committeeperson investigating or processing a grievance during regular working hours shall be paid at his/her regular hourly rate of pay, subject to the following conditions:

- a. Only one committeeperson may investigate a particular grievance;
- b. No overtime pay shall be paid to a committeeperson for time spent investigating a grievance;
- c. No grievance investigation shall interfere in any way with the operations of any Township Department except to the minimum extent required to complete the investigation; and,

- d. A committeeperson investigating a grievance shall endeavor to complete the investigation as quickly and as efficiently as possible with no abuses.

ARTICLE VIII **SENIORITY**

Section 8.1

Seniority is hereby granted to all employees of the Township within the bargaining unit. Seniority is to be determined on the basis of the employee's last date of hire as a full-time employee and shall not be affected by race, sex, marital status, or dependents of the employee.

Section 8.2 Seniority List

At the date of execution of the Agreement, the Township shall furnish to the Union a seniority list that is up to date and which will show the individual employee's hiring date, name, classification, and seniority period. The seniority date of every employee shall be determined by the day, month, and year he/she was last hired by the Township as a full-time employee. In the case of two or more employees hired on the same date, or in any other case where two or more employees would otherwise be at the same level, seniority will be determined by flip of a coin. Said seniority list will be posted on the bulletin boards required by Section 1.4 hereof. If the seniority date posted is not contested by either party within 14 days after posting, then said date of seniority is to be presumed correct.

Section 4.3 Loss of and/or Accumulation of Seniority

An employee may lose his/hers seniority for the following reasons only:

1. He/she voluntarily quits Township employment.
2. He/she is discharged and the discharge is not reversed through the grievance procedure set forth in this Agreement, or by other provisions of this Agreement he/she is discharged and said discharge is not reversed.
3. He/she retires.
4. He/she shall not accumulate seniority while off sick or on leave of absence for any reason after one (1) year. He/she shall not lose his/her seniority while off sick or on a leave of absence in any event for one (1) year, provided, however, if his/her sickness or leave of absence is the result of an accident or injury on the job, then he/she shall not lose his/her seniority for a period of two (2) years or the length of seniority which he/she has acquired to the date of such accident or injury, whichever is longer.
5. He/she is laid off for two years or for a period of time equal to the length of his/her seniority, whichever is longer.

Section 8.4 Appointment as Deputy Township Clerk or Treasurer or to a Managerial Position.

A person who is already employed by the Township who accepts appointment as a Deputy Township Clerk or Treasurer or Department Head or to any type of managerial position shall not lose his/her accumulated seniority for that reason, but shall not accumulate Township seniority during his/her tenure in any such position. Any person who accepts appointment as Deputy Township Clerk or Treasurer or Department Head or to any type of Managerial position, serves at the pleasure of the appointing elected official or appointing body. In the event that an appointing elected official or body fails to reappoint or terminates a person as a Deputy or Department Head, or Manager, who has prior township seniority, such person may bump a lower seniority employee in the same classification as that in which he/she was employed prior to accepting appointment providing that he/she is physically and otherwise qualified to do the involved work.

Section 8.5

Employees shall be hired on a probationary basis for a period of six (6) months during which period their employment may be terminated by the Township for any reason.

ARTICLE IX. LAYOFF

Section 9.1

The term "layoff" means a reduction in the working force for any reason whatsoever.

Section 9.2

The Township retains the absolute right to determine what employees should be laid off, subject to the provisions of this section. Seniority employees shall have bumping rights within their group classification only. Bumping must be requested in writing at least ten (10) calendar days from the effective day of layoff. Classifications for layoff purposes shall be those as set forth in Section 13.1 hereof. Any employee desiring to bump a lower-seniority employee shall be physically able to perform the lower seniority employee's job and shall possess the minimum training and/or skill necessary for the job at the time of bumping. In no instance shall the employer be obligated to promote an employee instead of a layoff of said employee.

Section 9.3 Notice of Layoff

Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days notice of layoff. The local union shall receive a list from the Township or its representatives of the employees being laid off on the same date the notices are issued to employees.

Section 9.4 Seniority Accrual

An employee's seniority shall accrue during layoff but not to exceed double the employee's seniority at the time of layoff and no more than a maximum to two (2) years seniority can accrue for any employee laid off. During layoff no fringe benefits shall accrue. If the employee wishes to

reimburse the pension fund for the contribution the Township would have made during the period of layoff, retirement benefits shall accrue for the layoff period.

Section 9.5 Recall Procedure

After a layoff, employees shall be recalled in inverse order of layoff. The employer shall give an affected employee written notice of recall by certified mail, return receipt requested, to the employee's last known address. If the employee fails to report for work within seven (7) calendar days after delivery by the post office of the notice at said address, the employer shall consider the employee as having terminated his/her employment.

ARTICLE X **REPRIMANDS - DISCIPLINE - PUNISHMENT**

Section 10.1 Discipline

No employee shall be removed, discharged, reduced in rank or pay, suspended, or otherwise punished, except for cause, and in no event until he/she and the Union shall have been furnished with a written statement of the charges and the reasons for such action, and all charges shall be void unless filed within 10 working days of occurrence of the act or omission alleged. In the event a grievance thereon is filed by the employee, as elsewhere provided in this Agreement, the burden shall be upon the Township to justify the complaint of action.

Section 10.2

The Township shall communicate all disciplinary orders to employees in writing with a copy to the Union.

Section 10.3

The Township retains the absolute right to create and adopt employee rules and/or regulations, subject to the provisions of the Section. Any rule or regulation created by the Township shall be written and shall be communicated to the affected employees and to a committeeperson within five (5) working days of adoption. A committeeperson may object to the adoption of any such rule by following the grievance procedure set forth in Section 11.1, hereof. For purpose of determining compliance with the time limits in the grievance procedure, the day of receipt of the newly adopted rule shall be the date of occurrence giving rise to the grievance. Nothing contained herein shall be construed as creating an obligation on the part of the Township to create employee rules and/or regulations.

ARTICLE XI
GRIEVANCE AND PROCEDURES

Section 11.1

Should any difference, dispute or complaint arise between an employee or employees in the Township or between the Township and the Union as to the meaning or application of the provisions of this agreement, an earnest effort shall be made to settle and/or resolve such matter or matters in the following manner:

A. Step One

An employee having a grievance shall first take the grievance up with the applicable Department Head who will attempt to resolve it. The Department Head may designate a representative who can act in the absence of the Department Head so long as said representative is not a member of the bargaining unit. Whenever the work "Department Head" is used in this article it shall also mean a department head's designated representative. The aggrieved employee may, if he or she desires, request that a Committeeperson be present to discuss the matter. If the grievance is not satisfactorily resolved by the Department Head it shall be reduced to writing as hereinafter provided.

B. Step Two

In the event the matter is not settled or resolved in step one, the grievance shall be submitted in writing by the Committeeperson to the Department Head, who shall retain the copy and acknowledge receipt by dating and initialling the original which shall then be delivered by the Committeeperson to the Supervisor of the Township, or to the Clerk if the Supervisor is the involved Department Head, within five (5) working days of occurrence of the condition(s) giving rise to the grievance or within five (5) working days of the date the employee should reasonably have become aware of the conditions giving rise to the grievance, whichever is later, or the grievance shall be considered automatically closed. The grievance shall be submitted on forms provided by the Union, dated and signed by the aggrieved employee and shall set forth the facts, dates and provisions. Within five (5) working days the Department Head shall set forth his/her response to the grievance and shall sign and date a copy which shall be returned to the aggrieved employee and the Committeeperson of the Union, and the Supervisor, or the Clerk if the Supervisor is the involved Department Head.

C. Step Three

Within seven (7) working days after the date of said written response, or at a later date if mutually agreed upon, a meeting shall be held to discuss the matter at the offices of the Township Supervisor. Necessary parties shall include but not be limited to the Supervisor, Department Head, Grievant, Committeeperson and/or Union official but also including the Clerk where the Department Head involved is the Supervisor. At the option of the Township Board, a Personnel Committee, may be appointed by the Board to hear such grievances which may or may not include the Clerk. It is the intent and purpose of the meeting to settle and/or resolve the grievance.

D. Step Four

In the event the matter is not resolved in Step Two or Step Three then in that event within ten (10) calendar days following any meeting as provided for in Step Three, the Union may submit the grievance to arbitration. The Executive Board of the Local Union shall have the right to determine whether or not the grievance is qualified to be submitted to arbitration by the Union. Written notice to the Township shall constitute a request for arbitration unless otherwise agreed to.

E. The Township and the Union shall meet as soon as possible after notice of the arbitration has been given for the purpose of selecting an arbitrator. If the parties are unable to select an arbitrator, within seven (7) calendar days after notice of arbitration, the Michigan Employment Relations Commission shall be requested by either party or both parties to provide a panel of arbitrators pursuant to its rules then in effect. The parties shall attempt to select an arbitrator from this panel within ten (10) working days. The Union and the Township shall make alternate strikes from the panel list. If there is not selection from the list, the Michigan Employment Relations Commission shall appoint the arbitrator.

F. The rules of the Michigan Employment Relations Commission apply to all arbitration hearings. The arbitrator shall be requested to issue his/her decision within thirty (30) days after the conclusion of testimony, argument, and submission of briefs. The decision of the arbitrator will be final and binding on all parties.

2. Fees and authorized expenses for the arbitrator shall be shared equally by the Township and the Union.

3. The arbitrator shall have no authority to add to or to subtract from, alter, change or modify any of the provisions of this agreement.

4. The arbitrator may make no award which provides the employee compensation greater than would have resulted if there had been no violation.

G. Should a decision be rendered at any step of the grievance procedure that the employee was unjustly discharged, demoted, suspended without reasonable and just cause, the Township agrees to reinstate the employee's former position in effect on the day of discharge, demotion, or suspension. Computation for any back wages or benefits for suspensions or discharges in excess of thirty (30) days must include offsets for unemployment insurance, workmen's compensation and benefits received including wages earned with other employers during the period. A decision may be rendered to reinstate the employee without back compensation or benefit.

2. Failure of the grievant or Union to appeal any decision within the specified time limits, or any extension thereof as may be mutually agreed to in writing, shall be deemed a withdrawal of the grievance and shall bar further action or appeal. Any grievance upon which a disposition is not made by the Township within the time limits prescribed, except within any extension of time which may be mutually agreed to in writing, may be referred to the next step

in the grievance procedure. The time limit will run from the date when time for disposition expired.

3. Steps of the grievance procedure may be waived upon consent of the parties. The Union may withdraw a grievance at any step of the procedure. A grievance so withdrawn shall not be reinstated. Time limits herein provided for may be extended upon written consent of the parties.

H. Notwithstanding any provision contained in this Article, Union may commence any grievance that does not involve an individual employee, or the daily work routine, directly with the Township by written notice to the Board setting forth such facts, dates, and provisions of this Agreement as are relevant to the grievance whereupon the matter, by-passing earlier steps in the grievance procedure, will proceed to the proposed meeting at Step Three within the time frame specified for such a meeting and will proceed thereafter toward settlement or resolution as any other grievance.

ARTICLE XII **PENSION BENEFITS**

Section 12.1

The Township shall maintain for each full-time employee in the bargaining unit a Pension Benefit Plan with Manufacturers Life Insurance Co. or some equivalent plan. The Township shall comply with all the terms and conditions of the plan.

ARTICLE XIII **WAGES, JOB CLASSIFICATIONS, EMPLOYEE DEFINITIONS**

Section 13.1

During the term of this Agreement and subject to the provisions of this Section, full-time employee job classifications and annual base wage scales for employees in such classifications, prorated and paid biweekly, shall be as follows:

<u>JOB CLASSIFICATION</u>	<u>EFFECTIVE 04/09/97</u>	<u>EFFECTIVE 01/01/97</u>	<u>EFFECTIVE 01/01/99</u>
A. Building Inspector	\$34,673.60	\$34,673.60	\$35,713.81
B. Level II or III Appraiser	\$32,506.50	\$34,673.60	\$35,713.81
C. Maintenance Person	\$22,880.00	\$24,390.08	\$25,121.78
D. Clerical Level I Appraiser	\$23,887.50	\$25,480.00	\$26,244.40

On or before July 1, 1998 a one-time disbursement in addition to regular salary will occur in the following manner:

Senior Clerical Employees (15+ years)	\$457.00
Clerical Employees	\$314.00
Appraiser	\$257.00
Maintenance Person	\$172.00

A new hire employee in any of the Job Classifications set forth above, shall receive a base salary equal to 65% of the annual base wage for the applicable job classification at the time of hire for the first full year of employment, shall receive a base salary equal to 75% of the applicable annual wage the second full year of employment, shall receive a base salary equal to 85% the third full year of employment, thereafter shall be paid as set forth, above.

Section 13.2

A. In 1997, "full-time employee" means an employee within the bargaining unit who is regularly scheduled to work a minimum of 37.5 hours per week throughout the calendar year, exclusive of holidays and accrued vacations, except for the Building Inspector and Maintenance Person who will work a minimum of 40 hours per week.

From January 1, 1998 and thereafter, "full-time employee" means an employee within the bargaining unit who is regularly scheduled to work a minimum of 40 hours per week throughout the calendar year, exclusive of holidays and accrued vacations.

B. "Part-time employee" means any Township employee who is not regularly scheduled to work a minimum of 35 hours per week throughout the calendar year.

C. "Temporary employee" means any Township employee hired for six (6) months or less within any calendar year whose job description includes bargaining unit work. If a position remains filled for more than six (6) months, it becomes a full-time position subject to the provisions of Section 1.7 hereof.

ARTICLE XV. GENERAL

Section 14.1

The Township agrees that it will not discriminate against any applicant for employment or any of the employees in their wages, training, upgrading, promotion, transfer, layoff, discipline, discharges, or otherwise because of race, creed, color, national origin, political affiliation, sex or marital status.

Section 14.2 Severability

This Agreement is subject to the laws of the State of Michigan with respect to the powers, rights, duties, and obligations of the Township, the Union, and the employees in the bargaining unit and in the event that any provisions of this Agreement shall at any time be held contrary to the law by a Court of

competent jurisdiction from whose final judgement or decree no appeal has been taken within the time provided therefor, such provision shall be void and inoperative; however, all other provisions of this Agreement shall, insofar as possible, continue in full force and effect.

Section 14.3 Physical Examination

Applicants for initial employment shall submit to physical examination by a physician appointed by the Township. The cost of such examination will be borne by the Township.

Section 14.4

The Township may require a physical examination or alcohol/controlled substance screening of any employee by a physician appointed by the Township at the Township's expense. A request for such physical examination may be made by the applicable Department Head or Supervisor has reasonable cause to believe the employee has some health condition which warrants such physical examination, or is abusing alcohol/controlled substances, or is under the influence of alcohol or a controlled substance. Any such physical examination or alcohol/controlled substance screening shall be limited in scope toward the end of making an objective determination about the suspicions of the Department Head or Supervisor. A Department Head or Supervisor requesting such a physical examination shall immediately notify a committeeperson of the request or as soon as is practicable thereafter.

Section 14.5

All educational seminars or schooling that the Township requires an employee to attend will require the Township to pay all tuition, book costs, and any and all reasonable expenses of the employee, as well as wages, while traveling to and from said place of schooling and while in school, providing the employee completes the course.

Section 14.6

All educational seminars or schooling attended by an employee at his/her request and approved by the Township will require the Township to pay costs, books, tuition and other reasonable expenses or any portion of the foregoing costs, etc., as agreed, providing the employee completes the course, but shall not be required to pay wages to the employee while attending school.

Section 14.7 Court

If an employee is duly called for jury service or subpoenaed as a witness in a criminal or civil case, and not excused, and notifies the Township immediately upon receiving such notice, the employee required to serve will be paid his/her regular base earnings. Upon return to work the employee shall turn over to the Township Clerk the jury or witness fees for each day he/she serves on the jury or serves as a witness, on which he/she was scheduled to work and did not work.

Section 14.8 Bonding

In positions which require bonding of an employee, the Township shall pay the required fee.

Section 14.9 Amendment

This Agreement is subject to amendment, alteration, or addition only by subsequent written agreement between, and executed by, the Township and the Union. The waiver of any breach, term, or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

Section 14.10 Health and Safety

The Township and the Union subscribe to the principle of good health and safety conditions. The Township will continue to make reasonable provisions for the health and safety of its employees at all times and during the hours of their employment.

Section 14.11 Safety and First Aid

The Township agrees to furnish and maintain adequate first aid facilities. The Union Committee shall have the authority to investigate all questions arising with regard to improper safety devices, unsanitary conditions and other hazardous working conditions and shall be empowered to make recommendations to the Township to alleviate such condition.

Section 14.12 On the Job Injuries

An employee who is injured on the job and is required to visit a doctor, shall be paid for time spent on such visit. He shall also receive his full wages for his scheduled shift for the balance of the day in which the injury occurred provided that the attending physician recommends that he not go back to work that day.

Section 14.13 Protective Devices and Equipment

Protective devices and equipment necessary to properly protect employees from injury, as required, shall be provided by the Township.

Section 14.14 Residency

All full-time Township employees shall be Township residents. Any employee who is not a Township resident at the time of hire shall become a Township resident within one year thereof. Township residency shall be a condition of employment. Any full-time employee who is not a Township resident on the effective date hereof is exempt from the provisions in this section; however, any such employee loses the exemption and shall become a Township resident forthwith if he/she changes residence.

Section 14.15 Coffee Allowance

The Township will provide the Bargaining Unit an allowance of \$25.00 monthly for coffee, tea and related items. Items purchased with allowance to be shared with non-represented administrative personnel and visitors.

ARTICLE XV.
DURATION

Section 15.1

The terms and conditions for this Agreement shall be effective as of January 1, 1997, and continue in full force and effect and be legally binding upon the parties hereto, expiring December 31, 1999.

Section 15.2

It is agreed that the parties hereto shall begin negotiations with regard to a new contract to become effective upon the expiration of the existing Agreement with all matters open for negotiations on or after June 30, 1999, upon written request of either party. In the event negotiations continue beyond the expiration date, the provisions of the existing Agreement, as amended, shall continue in full force and effect unless either party shall give the other written notice by certified mail, return receipt requested, of its intention to terminate said provisions, and if such notice is given, said provisions of said Agreement, as amended, shall terminate automatically at 8:00 a.m. of the seventh day following the date of receipt of said notice.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives the day and year above written.

INTERNATIONAL UNION, UNITED
AUTOMOBILE, AEROSPACE AND
AGRICULTURAL IMPLEMENT WORKERS
OF AMERICA, UAW AND ITS LOCAL
1135, UNIT #2

THE CHARTER TOWNSHIP OF BANGOR
BAY COUNTY, MICHIGAN

BY: _____
DIRECTOR, REGION 1-D UAW
LOCAL 1135, UNIT #2

BY: _____
JOSEPH L. RIVET
BANGOR TOWNSHIP SUPERVISOR

BY: _____
INTERNATIONAL REPRESENTATIVE
UAW

BY: _____
MICHAEL OLK
BANGOR TOWNSHIP CLERK

BY: _____
UNIT CHAIRMAN

BY: _____
DONNA LEITERMANN
BANGOR TOWNSHIP TREASURER

BY: _____
COMMITTEE MEMBER

DATED: _____
At Bangor Township
Bay City, Michigan